IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1512 OF 1994

Graham Firth Steel
Products (India) Ltd., .. Plaintiffs.

vs.

Punjab National Bank
& Ors. .. Defendants.

Mr. M.V. Shetty i/by M.M. Vashi for plaintiffs.
Mr. Pankaj with Amit Paddi i/by Desai &
Diwanji for defendant no. 1.

CORAM : S.U.KAMDAR, J.

DATE : 12th July, 2005.

P.C.

. The learned advocate appearing for the plaintiffs seeks to withdraw the suit. Suit is dismissed as withdrawn. The learned advocate further states that bank guarantee which was given pursuant to the interim orders passed in the present suit against the delivery of the goods was given in accordance with the minutes of order dated 9.6.1994 in Appeal No. 322 of 1994. It has been pointed out to me that the Punjab National Bank had claims against one Mrs. Progressive Steel (Pvt.) Limited

and others and in exercise of the said claim the goods of the plaintiffs were taken possession of by the defendant bank. The suit between the defendant bank and the Progressive Steels (Pvt.) Limited is settled in original application No. 310 of 2001 and clause 10 of the said consent terms dated 22.3.2004 reads as under :-

> "10. The Defendant No.1,2,3,5,6, 7 and 9 agree to keep the Applicants indemnified against the claim of one Granamfirth Steel India Ltd., who has filed the suit being Suit No. 1512 of 1994 in the Hon'ble High Court, Bombay. In any event, the Defendant NO. 1 undertake to settle the matter with Grahamfirth Steel India Ltd. These consent terms are entered into without prejudice t the rights and contentions taken by the Applicants in the said Suit No. 1512 of 1994.

2. In view of the fact that the claim of the defendant in the suit stands settled the question of continuing the bank guarantee in favour of the defendant does not arise. In view thereof, the plaintiff is permitted to withdraw the bank guarantee. The bank guarantee stands discharged. There shall be no order as to costs.